

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON**

IN RE:

APPROVING AN AMENDED AGREEMENT)
BETWEEN LEWIS COUNTY AND THE CITY)
OF WINLOCK FOR BUILDING CODE)
ENFORCEMENT AND INSPECTION SERVICES)

RESOLUTION NO. 03-02-013

WHEREAS, the Board of County Commissioners approved an agreement between Lewis County and the City of Winlock for building code enforcement and inspections services (Resolution No. 02-363); and

WHEREAS, the agreement approved by Resolution 02-363 included services no longer provided to the incorporated cities by the County,

WHEREAS, a copy of an amended agreement is included herewith as Exhibit "A"; and

WHEREAS, said agreement shall run continuously upon execution; and

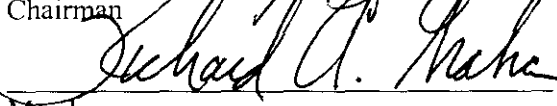
WHEREAS, it appears to be in the best public interest to authorize the execution of said amended agreement for Lewis County; NOW THEREFORE

BE IT RESOLVED that the aforesaid amended agreement is hereby approved, with an effective date of February 24, 2003, and the Board of County Commissioners is authorized to sign the same.

DONE IN OPEN SESSION this 24th day of February, 2003.

**BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

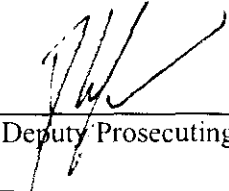

Chairman


Member

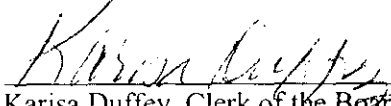

Member

APPROVED AS TO FORM:

Jeremy Randolph, Prosecuting Attorney


By: Deputy Prosecuting Attorney

ATTEST:


Karisa Duffey, Clerk of the Board

RESOLUTION # 03 - 013

BUILDING CODE ENFORCEMENT AND INSPECTION AGREEMENT

Authority for Agreement:

Chapter 39.34 RCW
Chapter 19.27 RCW

Code Service Provided;

- ☒ Uniform Building Code
- ☒ Uniform Mechanical Code
- ☒ Uniform Plumbing Code
- ☒ Washington State Regulations for Barrier-Free Facilities
- ☒ Washington State Energy Code for Dwellings
- ☒ Washington State Ventilation and Indoor Air Quality Code for dwellings
- ☐ Other:
- ☒ Flood Ordinance Enforcement

Service Level Desired:

- ☐ On Call Service
- ☒ Full Service

THIS AGREEMENT entered into this 6th day of February, 2003, by and between the City of Winlock, a municipal corporation, referred to as "City" and the County of Lewis, a municipal corporation, a political subdivision of the State of Washington, referred to as "County".

A. Full Service Agreement

1. During the term of this agreement, the County agrees to enforce and administer the codes designated above for the City within its corporate limits.
2. The County shall provide all forms and notices required for administration of the above designated codes in the City.
3. All permits required to be issued pursuant to such codes shall be issued by the Lewis County Community Development Department.
4. With respect to each code containing a fee schedule, the City shall enact a fee schedule identical to the schedule in force in the County, including all amendments now or hereafter enacted.
5. Where the code to be enforced does not contain a fee schedule, the City shall call for such assistance as it requires and shall pay the County on an hourly and mileage basis at the rate and under the conditions established in paragraph B.2 of this agreement.
6. The County shall collect all fees indicated by the fee schedule and shall retain all permit fees collected as compensation for services provided for herein.
7. Violations of the designated codes shall be prosecuted by the City and any moneys collected pursuant to prosecutions shall be paid over to the treasurer of the City.

B. On-Call Agreement

1. During the term of this agreement, the County, by and through its Community

day of each month, or upon the date of termination of this agreement, whichever occurs first.

C. Rate Changes

1. Fee schedules, hourly and mileage rates provided herein may be revised annually, said revision to be accomplished no later than the 1st day of December of a calendar year, to be effective on January 1st of the succeeding calendar year.

D. Termination

1. This agreement shall be effective from the date of execution and shall run continuously until terminated by either party. Termination may be made by either party at its convenience with 30 days notice.

IN WITNESS WHEREOF this agreement was executed by the parties on the date first herein above recited.

CITY OF WINLOCK, WASHINGTON
A municipal corporation

ATTEST

Sandy Bradburn
City Clerk/Treasurer

By: Lee Wheeler

Lee Wheeler, Mayor

ATTEST:

W. M. Lipp
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS,
LEWIS COUNTY, WASHINGTON

Lee Johnson
Chairman

Richard A. Iuka
Member

APPROVED AS TO FORM:
Prosecuting Attorney

By: [Signature]

Dennis Hadaller
Member

LEWIS COUNTY COMMISSIONERS



LEWIS COUNTY COURTHOUSE
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CHEHALIS, WA 98532-1900
(360) 740-1120 • FAX: (360) 740-1475
TDD: (360) 740-1480

ERIC JOHNSON
First District

RICHARD GRAHAM
Second District

DENNIS HADALLER
Third District

Lewis County, WA • Since 1845

Connie Robins, CPA
Chief Administrative Officer

Sheila Unger
Administrative Coordinator

February 25, 2003

Lee Wheeler, Mayor
City of Winlock
PO Box 777
Winlock, WA 98596

**Re: LEWIS COUNTY RESOLUTION #03-073, APPROVING AN AGREEMENT
BETWEEN LEWIS COUNTY AND THE CITY OF WINLOCK FOR BUILDING
CODE ENFORCEMENT AND INSPECTION SERVICES**

Dear Mr. Wheeler:

Enclosed please find your copies of the above-referenced **resolution** and **agreement**. These documents were approved by the Board of County Commissioners at their meeting held Monday, February 24, 2003.

If you have any questions, please call me at (360) 740-1419.

Sincerely,

**BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

Karisa Duffey, Clerk of the Board

Enclosure

Cc: Mike Zengel, Community Development Director
Robert Johnson, Principal Planner
Fred Chapman, Building Official

f: BOCC Meeting folder